

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 24									
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 15PR03951-00									
5. PROJECT NO. (If applicable) 1105347		6. ISSUED BY CODE N00014		7. ADMINISTERED BY (If other than Item 6) CODE N66020									
Office of Naval Research Mary Helen Dent Adams, 703-254-7288 Email: mary.dent@navy.mil 875 North Randolph Street Arlington VA 22203		ONR REG ADMIN ATLANTA ATLANTA REGION OFFICE 100 ALABAMA STREET SW SUITE 4R15 ATLANTA GA 30303-3104											
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ADVANCED TECHNOLOGY INTERNATIONAL Attn: NATALIE CORELLA 315 Sigma Drive Summerville SC 29483		<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> (x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) X 10A. MODIFICATION OF CONTRACT/ORDER NO. N00014-14-D-0377 10B. DATED (SEE ITEM 13) 08/19/2014 </div> <div style="width: 45%;"> CODE 1G3V8 FACILITY CODE </div> </div>											
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS													
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods : (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.													
12. ACCOUNTING AND APPROPRIATION DATA (If required) Not Applicable													
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.													
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">CHECK ONE</td> <td>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</td> </tr> <tr> <td></td> <td>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</td> </tr> <tr> <td></td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td> </tr> <tr> <td>X</td> <td>D. OTHER (Specify type of modification and authority) Bilateral Modification IAW FAR 43.103(a) and Agreement of the Parties on 30 Oct 2014</td> </tr> </table>						CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	X	D. OTHER (Specify type of modification and authority) Bilateral Modification IAW FAR 43.103(a) and Agreement of the Parties on 30 Oct 2014
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X	D. OTHER (Specify type of modification and authority) Bilateral Modification IAW FAR 43.103(a) and Agreement of the Parties on 30 Oct 2014												
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.													
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) NAVRIS / SDN Number: 1105347 The purpose of this modification is to: 1) Update the ONR Contract Specialist, 2) Update the Contractor's Address, 3) Section B, Revise CLIN 0001 description to remove "Cost Plus Award Fee" and associated award fee evaluation documents, 4) Section C, Revise ONR 0189 to remove "Cost Plus Award Fee," 5) Section G, Revise ONR 0021 to remove "Cost Plus Award Fee" and associated award fee evaluation documents and references, 6) Section G, Revise ONR 0192 to remove "Cost Plus Award Fee" and associated award fee evaluation documents and references, 7) Revise Section H, ONR 0070 language, 8) Section H, Delete ONR 0171, 9) Section H, Revise ONR 0175 to remove "Cost Plus Award Fee" and associated award fee evaluation documents and references, 10) Section H, Delete ONR 0176, 11) Section I, Delete FAR 52.245-1 Alt I, DFAR 252.247-7023 Alt III, and DFAR Deviation 252.225-7993 12) Section Continued ...													
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.													
15A. NAME AND TITLE OF SIGNER (Type or print) NATALIE A. CORELLA EXECUTIVE VICE PRESIDENT CONTRACTS AND COMPLIANCE		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary Helen Dent ADAMS.MARY. Digitally signed by ADAMS.MARY.H.1247762465											
15B. CONTRACTOR/OFFEROR (b)(6)		15C. DATE SIGNED 1/26/15		16B. UNITED STATES OF AMERICA H.1247762465 (Signature of Contracting Officer)									
				DN: c=US, o=US Government, ou=DoD, ou=PKI, ou=USN, cn=ADAMS.MARY.H.1247762465 Date: 2015.01.27 09:10:03 -06'00' STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243									

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
N00014-14-D-0377/P00001

PAGE 2 OF 24

NAME OF OFFEROR OR CONTRACTOR
ADVANCED TECHNOLOGY INTERNATIONAL

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>I, Add FAR 52.245-1, 13) Section I, Add FAR 52.245-1 Alt II, 14) Section J, Delete Attachments 1 and 2, 15) Section J, Renumber remaining attachments, 16) Section J, Update NSAM COE Report Format to remove "Cost Plus Award Fee" and associated award fee evaluation documents and references.</p> <p>All other terms and conditions remain in full force and effect.</p> <p>)</p> <p>)</p> <p>FOB: Destination</p> <p>Change Item 0001 to read as follows (amount shown is the total amount):</p> <p>The contractor shall operate and manage the Navy Shipbuilding and Advanced Manufacturing Center of Excellence (NSAM COE) and perform research on approved ManTech and Non-ManTech Program technical projects in accordance with Section C, and all task orders issued hereunder, for a period of sixty (60) months after contract award date.</p> <p>NOTE: Delivery/Task orders will be issued on a cost-plus-fixed fee basis. It is anticipated that orders for COE Operations and Management and Project Development and Management will be awarded on a CPFF basis.</p> <p>The individual order type for performance of Non-Navy ManTech projects shall be determined by the ONR Program Officer. It is anticipated that Non-Navy ManTech projects will be awarded on a CPFF basis.</p> <p>Orders for performance of ManTech Technical Projects shall be CPFF.</p> <p>(See Section G, ONR Clause No. 190 for Minimum Contract Guarantee and Maximum Potential)</p> <p>Obligated Amount: \$0.00</p> <p>Product/Service Code: AE37</p>				

Effective as of the date of this modification:

SECTION C - Description/Specifications

ONR 0189 Description/Specifications/Work Statement

- (1) The work and services to be performed hereunder shall be subject to the requirements and standards contained in the Statement(s) of Work, the Contract Data Requirements Lists (as specified in each Delivery Order), and the following paragraph(s):
- (2) The purpose of CLIN 0001 is to provide for an instrument under which orders can be issued for, but not limited to the following:
 - A. The management, administration and technical oversight of the Naval Shipbuilding and Advanced Manufacturing Center of Excellence (NSAM COE) and the performance of Special Projects, which will be awarded as Delivery Order 0001.
 - B. The development and management of Navy ManTech projects for the Naval Shipbuilding and Advanced Manufacturing Center of Excellence (NSAM COE), which will be awarded as Order 0002.
- (3) The purpose of Delivery Order 0002 - Option A: Continuation Efforts is to provide for assumption of and the continued management of ongoing Navy ManTech and Non- Navy ManTech projects currently under the existing Center for Naval Shipbuilding Technology (CNST) Contract.
- (4) Deliverable data requirements shall be specified on each delivery order as applicable.

SECTION D - Packaging and Marking

ONR 0009 Packaging & Marking

Preservation, packaging, packing and marking of all deliverable contract line items shall conform to normal commercial packing standards to assure safe delivery at destination.

ONR 5252.235-9714 Report Preparation

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-2005 (R2010), entitled, "Scientific and Technical Reports - Preparation, Presentation and Preservation".

[NOTE: All National Information Standards Organization (NISO) American National Standards are available as free, downloadable pdf(s) at <http://www.niso.org/standards/index.html>. NISO standards can also be purchased in hardcopy form from the NISO website by clicking on "Link to Buy". NISO is located at 3600 Clipper Mill Road, Suite 302, Baltimore, MD 21211. NISO can be reached by telephone at (301) 654-3600 or by fax at (410) 685-5278.

SECTION E - Inspection and Acceptance

ONR 0120 Inspection and Acceptance- Order

Inspection and acceptance of deliveries under this order will be accomplished by the Program Officer designated below, who shall have thirty (30) days after delivery for acceptance.

Office of Naval Research
Attn: Neil Graf
875 North Randolph Street
Arlington, VA 22203-1995
Telephone: (703) 696-0344
E-Mail: neil.graf@navy.mil

SECTION F - Deliveries or Performance

ONR 0166 Period of Performance

1. The ordering period for CLIN 0001 is from the contract award date (Block 28 of the Standard Form 33) through sixty (60) months thereafter. Orders placed within this ordering period may continue until the delivery date/end date specified in the order. Each order shall specifically set forth the items to be delivered, delivery terms, and the delivery date and/or period of performance.

2. Distribution, consignment and marking instructions for all contract line items shall be in accordance with Enclosure Number 1 of Exhibit A of each order, as applicable. The address for the cognizant Program Officer is as follows:

Office of Naval Research
875 North Randolph St.
Attention: Neil Graf
Code: 03TMT
Arlington, Virginia 22203-1995

SECTION G - Contract Administration Data

ONR 0019 Payment of Allowable Costs & Fixed Fee (As applicable to each Order)

As consideration for the proper performance of the work and services required for orders placed under this contract, the Contractor shall be paid as follows:

(a) Costs, as provided for under the contract clause entitled "Allowable Cost and Payment", not to exceed the amount set forth as "Estimated Cost" in Section B of the order, subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds", whichever is applicable.

(b) A fixed fee, in the amount set forth as 'Fixed Fee' in Section B, in accordance with the contract clause FAR 52.216-8 "Fixed Fee", shall be paid upon completion of the work and services required under this contract and upon final acceptance by the Contracting Officer. However, the Contractor, may bill on each voucher the amount of the fee bearing the same percentage to the total fixed fee as the amount of cost billed bears to the total estimated cost not

to exceed the amount set forth as "Fixed Fee" in Section B. The total fixed fee billed, shall not exceed the total fixed fee specified in Section B and is subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds" whichever applies.

(c) In accordance with FAR 52.216-8, "Fixed Fee", the Administrative Contracting Officer (ACO), in order to protect the Government's interest, shall withhold 10% of the fixed fee amount set forth in Section B or until a reserve is set aside in the amount of \$100,000.00, whichever is less. The fixed fee withhold should be applied to each voucher. The ACO shall release the withhold in accordance with the provisions of FAR 52.216-8.

ONR 0021 Incrementally Funded Orders

The Government, at its discretion, reserves the right to incrementally fund any order issued under this contract. If an order is incrementally funded, the order shall specify the total amount of the order, the amount obligated, the estimated performance period based on the amount of available funds, and a statement that the Contractor is not required to perform work nor is the Government obligated to reimburse the Contractor for work performed in excess of the amounts obligated. All incrementally funded cost reimbursement orders will be funded in accordance with the clause FAR 52.232-22, Limitation of Funds, and the following appropriate "Allotment of Funds" clause:

The following is applicable to CPFF Orders:

Allotment of Funds

It is hereby understood and agreed that this order will not exceed a total amount of \$___; including an estimated cost of \$___ and a fixed fee of \$___. The total amount obligated under this order is \$___.

The total amount presently available for payment and allotted to CLIN 0001 of this order is \$___; including an estimated cost of \$___ and a fixed fee of \$___. It is estimated that the amount allotted of \$___ will cover the period from date of award through (insert date).

The following paragraph will be added as many times as necessary when there are multiple funded CLINs.

The total amount presently available for payment and allotted to CLIN (Insert) of this order is \$___; including an estimated cost of \$___ and a fixed fee of \$___. It is estimated that the amount allotted of \$___ will cover the period from date of award through (Insert).

ONR 0067 Ordering Officer

The Office of Naval Research (ONR) Procuring Contracting Officer (PCO) or his/her duly authorized representative, shall act as Ordering Officer for the contract and is responsible for issuing orders placed hereunder. Orders shall be placed unilaterally or bilaterally by the Ordering Officer by issuance of a DD Form 1155, Order For Supplies or Services.

The ONR point of contact information is as follows:

Office of Naval Research
One Liberty Center
875 North Randolph St.
Arlington, VA 22203-1995

Attn: Neil Graf
ONR 03TMT
Email: neil.graf@navy.mil
Telephone: (703 696-0344

ONR 0152 Method of Payment

As consideration for the proper performance of the work and services required under this contract, the Contractor shall be paid as follows:

(a) Costs, as provided for under the contract clause entitled "Allowable Cost and Payment", not to exceed the amount set forth as "Estimated Cost" in Section B, subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds", whichever is applicable.

(b) A fixed fee, in the amount set forth as 'Fixed Fee' in Section B, in accordance with the contract clause FAR 52.216-8 "Fixed Fee", shall be paid upon completion of the work and services required under this contract and upon final acceptance by the Contracting Officer. However, the Contractor, may bill on each voucher the amount of the fee bearing the same percentage to the total fixed fee as the amount of cost billed bears to the total estimated cost not to exceed the amount set forth as "Fixed Fee" in Section B. The total fixed fee billed, shall not exceed the total fixed fee specified in Section B and is subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds" whichever applies.

(c) In accordance with FAR 52.216-8, "Fixed Fee", the Administrative Contracting Officer (ACO), in order to protect the Government's interest, shall withhold 10% of the fixed fee amount set forth in Section B or until a reserve is set aside in the amount of \$100,000.00, whichever is less. The fixed fee withhold should be applied to each voucher. The ACO shall release the withhold in accordance with the provisions of FAR 52.216-8.

ONR 0167 Submission of Invoices

PAYMENT AND INVOICE INSTRUCTIONS (COST TYPE)

The Office of Naval Research (ONR) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system. This web based system, located at <https://wawf.eb.mil>, provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD Form 250/Invoice/Public Vouchers (SF1034) will no longer be accepted for payment..

It is recommended that the person in your company designated as the System for Award Management (SAM) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides are also available at <http://www.acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors", "WAWF Vendor Guide", and "Creating a Cost Voucher Invoice."

The designated SAM point of contact is responsible for activating the company's CAGE code on

WAWF by calling 1-866-618-5988. Once the company is activated, the SAM POC will self-register on the WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register at the WAWF <https://wawf.eb.mil>.

The following required information should automatically fill-in via WAWF; if it does not fill-in, include the following:

Issue By DODAAC: N00014

Admin DODAAC: N66020

Pay DODAAC: HQ0338

Fill-in the following additional information:

DCAA Auditor DODAAC: HAA632

Service Approver DODAAC: N00014

The following additional information may need to be filled in:

LPO DODAAC: N00014 (Note - this line is required only when the "PAYMENT WILL BE MADE BY" DODAAC begins with an 'N')

After self-registering and logging on to the WAWF system, click on the plus sign next to the word "Vendor" and then click on the "Create New Document" link. Enter the contract number, cage code, and Pay DODAAC (above) and hit submit. Select the "Cost Voucher" invoice type within WAWF-RA. This type of invoice fulfills any requirement for submission of the Material Inspection and Receiving Report, DD Form 250. Back up documentation, 5MB limit, can be included and attached to the invoice in WAWF under the "Misc Info" tab. Fill-in all applicable information under each tab.

Take special care when you enter Line Item information - the Line Item tab is where you will detail your request for payment and material/services that were provided based upon the contract. Be sure to fill in the following two informational items exactly as they appear in the contract:

Item Number: If the contract schedule has more than one Accounting Classification Reference Number (ACRN) listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character separately identified Sub Line Item Number (SLIN) (e.g. - 0001AA) or Informational SLIN (e.g. - 000101), otherwise use the 4 character CLIN (e.g. - 0001).

ACRN: Fill-in the applicable 2 alpha character ACRN that is associated with the SLIN or CLIN. (Note - DO NOT INVOICE FOR MORE THAN IS STILL AVAILABLE UNDER ANY ACRN).

Special Payment Instructions for CLIN/SLINs with Multiple ACRNs/Lines of Accounting: (Note - since WAWF does not accept the use of multiple ACRNs for any single CLIN or SLIN on one invoice; multiple invoices may have to be used - use the WAWF "Line Item" "Description" area to note the use of multiple invoices). For all invoices submitted against CLINs with multiple ACRNs, the billing shall be paid in accordance with PGI 204.7108, Clause

252.204-0012, Contract-wide: Other (SEP 2009). The payment office shall make payments by ACRN as specified on the WAWF invoice or voucher.

After all required information is included, click on the "Submit" button under the "Header" tab.

Helpful Note: Shipment Number format should be three alpha and 4 numeric characters (e.g., SER0001).

Note: The contractor shall submit invoices for payment per contract terms and the Government shall process invoices for payment per contract terms.

If you have any questions regarding the WAWF, please contact the DoD WAWF Assistance Line at: 1-866-618-5988 or the DoN WAWF Assistance Line at 1-800-559-9293.

To find out the status of payment due from invoices please contact any of the following numbers:

DFAS Columbus Query Number: 1-800-756-4571
DFAS Charleston Query Number: 1-800-755-3642
You may also try the following website:

<https://myinvoice.csd.disa.mil>

ONR 0168 Procuring Office Representative- Solicitation

(a) In order to expedite administration of this contract, the Administrative Contracting Officer should direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 26 on Standard Form 33.

Contract Negotiator – Mary Helen Dent; ONR 254, mary.dent@navy.mil, 703 254-7288
(If initial response to contract negotiator's email goes unanswered after 3 business days or the contractor knows the previous negotiator has left ONR, forward message to brian.kehoe@navy.mil.)

Inspection and Acceptance – Neil Graf, ONR 03TMT, (703) 696-0344, neil.graf@navy.mil

Security Matters – Ms. Diana Pacheco, ONR 43, (703) 696 8177, DSN 426 8177, E-Mail Address: diana.pacheco@navy.mil

Patent Matters – Mr. John Forrest, ONR 00CC, (703) 696-4000, DSN 426-4000, E-Mail Address john.forrest@navy.mil

(b) The Administrative Contracting Officer will forward invention disclosures and reports directly to Corporate Counsel (Code 00CC), Office of Naval Research, Department of the Navy, 875 North Randolph St. Arlington, VA 22203-1995. The Corporate Counsel will return the reports along with a recommendation to the Administrative Contracting Officer. The Corporate Counsel will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

ONR 0188 Technical Projects Approved Under this Contract

(1) One or more Delivery Orders for Navy ManTech Projects may be issued and may include the following table. The Period of Performance (POP) and the Government cost specified below for each project cannot be exceeded without Contracting Officer approval and cannot exceed the funding specified by ACRN shown below for each approved technical project.

Project Number	CLIN	Description	Participants	Period of Performance	Government Cost	Contractor Cost	Total Cost	Potential Award Fee	Total Cost
ACRN: _____									
\$ _____									

(To be completed as technical projects are approved)

(2) One or more Delivery Orders for Non-ManTech Projects may be issued and may include the following table. The Period of Performance (POP) and the Government cost specified below for each project cannot be exceeded without Contracting Officer approval and cannot exceed the funding specified by ACRN shown below for each approved technical project.

Project Number	Description	Participants	Period of Performance	Cost	Fixed Fee	Total Cost
ACRN: _____						
\$ _____						

(To be completed as technical projects are approved)

(3) Special Projects and Rapid Response Project, if approved by the ONR Program Officer, may be performed under Delivery Order 0001, COE Operations and Management (for Special Projects) and under Delivery Order 0002, Project Development and Management (for Rapid Response Projects), and may include the following table. The Period of Performance (POP) and the Government cost specified below for each project cannot be exceeded without Contracting Officer approval and cannot exceed the funding specified by ACRN shown below for each approved technical project.

Project Number	Project Type (Rapid Response, etc.)	Description	Participants	Period of Performance	Government Cost	Contractor Cost	Total Cost	Fixed Fee	Total Cost
ACRN: _____									
\$ _____									

(To be completed as technical projects are approved)

ONR 0190 Minimum Contract Guarantee and Maximum Potential

(a) This is an Indefinite Quantity contract as contemplated by FAR 16.504. The total minimum dollar amount the Government may order under this contract is \$125,000 (one hundred twenty-five thousand dollars). The maximum dollar amount the Government may order under this contract is \$99,000,000 (ninety nine million dollars).

(b) The Government shall have no obligation to issue delivery orders to the Contractor beyond the total minimum dollar amount specified in paragraph (a) of this clause. Once the conditions of paragraph (a) have been met, the Contractor will continue to have the "fair opportunity" to be issued delivery order(s) under this contract unless notified by the PCO in accordance with the Clause entitled Ordering Procedures.

ONR 0191 Task Order Minimum/Maximum Quantity

The minimum order value for any given Task Order issued under CLIN 0001 may not be less than \$25,000. The maximum order value for any given Task Order issued under CLIN 0001 may not be greater than the maximum value stated under that CLIN.

ONR 0192 Type of Contract.

- (a) This is an Indefinite-Delivery/Indefinite Quantity (IDIQ) Contract, which allows issuance of orders on a cost-plus-fixed-fee (CPFF) basis, cost (no fee) basis, and Cost Share basis.
- (b) Delivery/Task orders will be issued on a cost-plus-fixed-fee basis.

SECTION H - Special Contract Requirements

ONR 0070 Consent to Subcontract and/or Hire Consultants

The services of the following subcontractors and/or consultants have been identified as necessary for the performance of this contract:

(To be identified in each issued Task Order as applicable.)

The preceding listing shall constitute the written consent of the Contracting Officer required by Paragraphs (c), (d) and (e) of the contract clause at FAR 52.244-2 entitled "Subcontracts". The Contracting Officer's written consent to subcontract is required for:

- (i) Services acquired under a cost-reimbursement, time-and-materials, or labor-hour type subcontract or agreement;
- (ii) Fixed price contracts that exceed the greater of \$100,000 or 5 percent of the total estimated cost of the contract;

This consent is based upon the information submitted by the prime contractor in accordance with FAR 52.244-2(f)(1)(i) through (vii).

ONR 0169 Invention Disclosures and Reports

The Contractor shall submit all invention disclosures and reports required by the Patent Rights clause of this contract to the Administrative Contracting Officer

ONR 0170 Travel

Travel cost shall be reimbursed in accordance with FAR 31.205-46 at rates not to exceed the maximum locality per diem rates (the combination of lodging, meals and incidentals) in effect at the time of travel, as set forth in the Federal Travel Regulations, Joint Travel Regulation and Standards Regulations, Section 925, as applicable. In the event award is made to an educational institute, travel shall be reimbursed in accordance with 2 CFR 220 (Cost Principles Education Institution).

All air travel must be booked on American-flagged carriers, unless otherwise directed by the

Contracting Officer. Actual modes of transportation and costs shall be agreed to in advance.

ONR 0172 Program Management Review

A Program Management Review (PMR) is defined as any meeting necessary to support or review the work accomplished and to assess whether the Small Business Subcontracting Plan goals are met under this Contract. PMRs are considered typical in the conduct and review of the contract and will not be separately reimbursed. It is anticipated a PMR will be held at least every three months.

ONR 0173 Cost Sharing Minimum

The Government anticipates cost sharing for the research work to be performed under Navy ManTech Projects. The parties recognize that the appropriate level of cost share will be negotiated for individual technical projects and will be identified in Section G-ONR 0188.1.

ONR 0174 Estimated Cost and Cost Sharing (As applicable to each order.)

(Amounts to be inserted at time of individual Task Order award).

(a) It is estimated that the total cost of performing the work under this order will be \$_____.

(b) For performance of the work under this order, the Contractor shall be reimbursed for not more than _____ percent of the costs of performance determined to be allowable under the Allowable Cost and Payment clause. The remaining _____ percent or more of the costs of performance so determined shall constitute the Contractor's share, for which it will not be reimbursed by the Government.

(c) For purposes of the FAR 52.232-20, Limitation of Cost, the total estimated cost to the Government is hereby established as \$_____ [insert estimated Government share]; this amount is the maximum Government liability.

(d) The Contractor shall maintain records of all contract costs claimed by the Contractor as constituting part of its share. Those records shall be subject to audit by the Government. Cost contributed by the Contractor shall not be charged to the Government under any other grant, contract, or agreement (including allocation to other grants, contracts, or agreements as part of an independent research and development program).

ONR 0175 Orders

(a) General

(1) Orders for research, services, or supplies may be issued by the Contracting Officer (CO) for work as specified in Sections B and C of the Schedule at any time during the effective period of this contract. Except as otherwise provided in any order, the Contractor shall furnish all materials and services necessary for accomplishing the work specified in each order issued hereunder. All the provisions in this contract shall be applicable to all orders issued hereunder. To the extent of any inconsistency between any order and this contract, the contract shall control. It is understood and agreed upon that the Government has no obligation to issue any orders beyond paying the contract minimum on demand at the end of the contract period. The Contractor agrees to accept and perform orders issued by the CO within the scope of this contract during the term set forth elsewhere in the schedule.

(2) Task Orders may be placed at any time during the ordering period specified. Completion tasks may continue until the ordered effort is completed. Task Orders may be issued on a Cost-Plus Fixed-Fee (CPFF), Cost, or Cost Share basis as determined by project type and as indicated in each order.

(b) Ordering

(1) Orders and revisions thereto shall be made in writing by the CO.

(2) Each bilateral order shall be binding when executed by both parties.

(3) Each unilateral order shall be binding upon receipt by the Contractor. The Contractor shall acknowledge receipt of the order within five (5) days after receipt thereof. These orders may be issued through facsimile as well as through electronic and regular mail.

(c) Bilateral Orders

With exception to paragraph (d) (below), the Contractor shall not begin any work until a bilateral order is issued by the CO.

(d) Unilateral Orders

(1) **Priced:** The CO may issue unilateral orders, either fully or incrementally funded, based upon acceptance of the Contractor's proposals. Upon receipt of a unilateral order, the Contractor shall promptly commence the work specified therein. Unilateral orders are subject to either the "Limitation of Cost" (when fully funded) or "Limitation of Funds" (when incrementally funded) clause as incorporated into this contract. The Contractor shall acknowledge receipt of the order within five (5) days of receipt.

(2) **Unpriced:** When determined to be in the best interest of the Government, the CO may unilaterally issue an undefinitized order directing the Contractor to proceed with performance of the work specified therein. The order shall include the clause entitled "Definitization Requirements - Undefinitized Orders" (see paragraph (g) below), plus a

delivery schedule for the work being ordered.

(e) Cost or Pricing Data

Whenever cost or pricing data are required in accordance with FAR 15.403, the Contractor shall submit required data in accordance with FAR 15.408, Table 15-2. If a Certificate of Current Cost or Pricing Data is required, it shall be provided in accordance with FAR 15.406-2.

(f) Definition

The term Contracting Officer as used in this provision includes the Administrative Contracting Officer (ACO).

(g) Definitization Requirements - Undefined Orders

- (1) When an undefinitized contract action is issued, the Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive order. The Contractor agrees to submit a proposal and any necessary cost or pricing data to support its proposal.
- (2) In accordance with the requirements of DFARS 217.7404-3, the schedule for definitizing any undefinitized order shall be specified in the order and shall include:
 - a. Submission Due Date of Contractor's Proposal
 - b. Projected Date for Commencement of Negotiations
 - c. Target Date for Definitization
- (3) If agreement on a definitive order to supersede this undefinitized order is not reached by the target date specified in the definitization schedule, or within any extension thereof granted by the Contracting Officer, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price or fee in accordance with FAR Part 15, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the order, subject only to the limitation of Government liability set forth in paragraph (6) below.
- (4) The Contractor further agrees that the Government shall not be liable under such definitization for an increase in the estimated cost and fee which combined would cause the definitized price of the order to exceed the ceiling amount specified in the undefinitized order (See DFARS 217.7404-2). The not to exceed price specified is a maximum and shall not be construed as an indication, other than a limit on the amount, if any, of such definitization. Subject to the foregoing, failure to agree to pay any definitization shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."
- (5) Pending definitization of an order, the estimated cost of efforts performed under this undefinitized order for purposes of the clause of the contract entitled "Limitation of Cost" or "Limitation of Funds", as appropriate, is the limitation of Government liability set forth in paragraph (6) below. The Contractor shall be reimbursed for the costs of efforts performed under this undefinitized order in accordance with the clause of this contract entitled "Allowable Cost and Payment", but in no event for an amount greater than the estimated cost of such efforts. The Contractor shall bill no fee against the estimated cost

until this order is definitized.

- (6) In performing this undefinitized order, the Contractor is not authorized to make expenditures or incur obligations exceeding the amount obligated to the undefinitized order (see DFARS 217.7404-4 for funding limitations). This is the maximum amount, including fee, for which the Government shall be liable if this order is terminated.

(h) Termination of Orders

- (1) The Government may terminate performance of work under any order in whole or, from time to time, in part if ---
 - a. The Contracting Officer determines that a termination is in the Government's interest; or
 - b. The Contractor defaults in performing any order and fails to cure the default within 10 days (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance,
- (2) The Contracting Officer shall terminate the order by delivering to the Contractor a Notice of Termination specifying whether the termination is for default of the Contractor or for Convenience of the Government, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without fault or negligence of the Contractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if termination was for the convenience of the Government.
- (3) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the obligations specified in the "Termination (Cost Reimbursement)" clause.

ONR 5252.237-9705 Key Personnel (DEC 1988)

- (a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.
- (b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least *[Insert Number of Days]* days in advance *[Insert Number of days]* days if security clearance must be obtained, of any proposed substitution and provide the information required by paragraph (c) below.
- (c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting

Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor in writing of his/her approval or disapproval thereof.

(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel:

[To Be Named in each issued Task Order.]

ONR 5252.242-9718 Technical Direction (FEB 2002)

(a) Performance of the work hereunder is subject to the technical direction of the Program Officer/COR designated in this contract, or duly authorized representative. For the purposes of this clause, technical direction includes the following:

- (1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the objectives described in the statement of work;
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical direction must be within the general scope of work stated in the contract. Technical direction may not be used to:

- (1) Assign additional work under the contract;
- (2) Direct a change as defined in the contract clause entitled "Changes";
- (3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or
- (4) Change any of the terms, conditions or specifications of the contract.

(c) The only individual authorized to in any way amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten working days after its receipt. The Contractor shall not proceed with the work affected by the technical direction until the Contractor is notified by the Contracting Officer that the technical direction is within the scope of the contract.

(d) Nothing in the foregoing paragraphs may be construed to excuse the Contractor from performing that portion of the work statement which is not affected by the disputed technical direction.

ONR 5252.242-9720 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (SEP 1996)

The COR for this contract is:

Name: Neil Graf
Code: 03TMT
Mailing Address: 875 North Randolph Street, Arlington VA 22203
Telephone No: (703) 696-0344

The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, to change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery order).

When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the contracting officer (ordering officer) in writing. No action shall be taken by the contractor until the contracting officer (or ordering officer) has issued a modification to the contract (or delivery order) or has otherwise resolved the issue.

In the absence of the COR named above (due to reasons such as leave, illness, official travel), all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR.

SECTION I - Contract Clauses

FAR 52.202-1 Definitions. (NOV 2013)

FAR 52.203-3 Gratuities. (APR 1984)

FAR 52.203-5 Covenant Against Contingent Fees. (APR 1984)

FAR 52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)

FAR 52.203-7 Anti-Kickback Procedures. (OCT 2010)

FAR 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (JAN 1997)

FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (JAN 1997)

FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)

FAR 52.203-13 Contractor Code of Business Ethics and Conduct. (APR 2010)

FAR 52.203-16 Preventing Personal Conflicts of Interest. (DEC 2011)

FAR 52.204-2 Security Requirements. (AUG 1996)

FAR 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)

FAR 52.204-7 System for Award Management. (JUL 2013)

FAR 52.204-7 System for Award Management. (JUL 2013) - Alternate I (JUL 2013)

FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (JUL 2013)

FAR 52.204-13 System for Award Management Maintenance (JUL 2013)

FAR 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013)

FAR 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (JUL 2013)

FAR 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations. (MAY 2012)

FAR 52.210-1 Market Research. (APR 2011)

FAR 52.215-2 Audit and Records - Negotiation. (OCT 2010)

FAR 52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)

FAR 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data. (AUG 2011)

FAR 52.215-12 Subcontractor Certified Cost or Pricing Data. (OCT 2010)

FAR 52.215-14 Integrity of Unit Prices. (OCT 2010)

FAR 52.215-14 Integrity of Unit Prices. (OCT 2010) - Alternate I (OCT 1997)

FAR 52.215-15 Pension Adjustments and Asset Reversions. (OCT 2010)

FAR 52.215-17 Waiver of Facilities Capital Cost of Money. (OCT 1997)

FAR 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (JUL 2005)

FAR 52.215-19 Notification of Ownership Changes. (OCT 1997)

FAR 52.215-20 Requirements for Certified Cost or Pricing Data or Data Other Than Cost or Pricing Data. (OCT 2010)

FAR 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (OCT 2010)

FAR 52.215-23 Limitations on Pass-Through Charges. (OCT 2009) – Alternate I (OCT 2009)

FAR 52.216-7 Allowable Cost and Payment. (JUN 2013)

FAR 52.216-8 Fixed Fee. (JUN 2011)

FAR 52.216-22 Indefinite Quantity. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the latest delivery date specified in any order issued hereunder.

(End of clause)

FAR 52.217-8 Option to Extend Services. (NOV 1999)

FAR 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within one day prior to expiration of any option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least one day before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty months.

(End of clause)

FAR 52.219-9 Small business subcontracting plan. (JUL 2013)

FAR 52.219-10 Incentive Subcontracting Program. (OCT 2001)

(a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its subcontracting plan to try to award certain percentages to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, respectively.

(b) If the Contractor exceeds its subcontracting goals for small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, and women-owned small business concerns in performing this contract, it will receive 0 percent of the dollars in excess of each goal in the plan, unless the Contracting Officer determines that the excess was not due to the Contractor's efforts (*e.g.*, a subcontractor cost overrun caused the actual subcontract amount to exceed that estimated in the subcontracting plan, or the award of subcontracts that had been planned but had not been disclosed in the subcontracting plan during contract negotiations). Determinations made under this paragraph are unilateral decisions made solely at the discretion of the Government.

(c) If this is a cost-plus-fixed-fee contract, the sum of the fixed fee and the incentive fee earned under this contract may not exceed the limitations in 15.404-4 of the Federal Acquisition Regulation.

(End of clause)

FAR 52.219-16 Liquidated Damages - Subcontracting Plan. (JAN 1999)

FAR 52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)

FAR 52.222-2 Payment for Overtime Premiums. (JUL 1990)

FAR 52.222-3 Convict Labor. (JUN 2003)

FAR 52.222-21 Prohibition of Segregated Facilities. (FEB 1999)

FAR 52.222-26 Equal Opportunity. (MAR 2007)

FAR 52.222-35 Equal Opportunity for Veterans. (SEP 2010)

FAR 52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)

FAR 52.222-37 Employment Reports on Veterans. (SEP 2010)

FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)

FAR 52.222-50 Combating Trafficking in Persons. (FEB 2009)

FAR 52.222-54 Employment Eligibility Verification. (AUG 2013)

FAR 52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)

FAR 52.223-6 Drug-Free Workplace. (MAY 2001)

FAR 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)

FAR 52.224-2 Privacy Act. (APR 1984)

FAR 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)

FAR 52.227-1 Authorization and Consent. (DEC 2007)

FAR 52.227-1 Authorization and Consent. (DEC 2007) -- Alternate I (APR 1984)

FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (DEC 2007)

FAR 52.227-10 Filing of Patent Applications - Classified Subject Matter. (DEC 2007)

FAR 52.227-11 Patent Rights-Ownership by the Contractor. (DEC 2007)

FAR 52.228-7 Insurance - Liability to Third Persons. (MAR 1996)

FAR 52.230-2 Cost Accounting Standards. (MAY 2012)

FAR 52.230-3 Disclosure and Consistency of Cost Accounting Practices. (MAY 2012)

FAR 52.230-6 Administration of Cost Accounting Standards. (JUN 2010)

FAR 52.232-9 Limitation on Withholding of Payments. (APR 1984)

FAR 52.232-17 Interest. (OCT 2010)

FAR 52.232-20 Limitation of Cost. (APR 1984)

FAR 52.232-22 Limitation of Funds. (APR 1984)

FAR 52.232-23 Assignment of Claims. (JAN 1986)

FAR 52.232-25 Prompt payment. (JUL 2013)

FAR 52.232-25 Prompt payment. (JUL 2013) - Alternate I (FEB 2002)

FAR 52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)

FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)

FAR 52.233-1 Disputes. (JUL 2002)

FAR 52.233-3 Protest after Award. (AUG 1996)

FAR 52.233-3 Protest after Award. (AUG 1996) - Alternate I (JUN 1985)

FAR 52.239-1 Privacy or Security Safeguards. (AUG 1996)

FAR 52.242-1 Notice of Intent to Disallow Costs. (APR 1984)

FAR 52.242-3 Penalties for Unallowable Costs. (MAY 2001)

FAR 52.242-4 Certification of Final Indirect Costs. (JAN 1997)

FAR 52.242-13 Bankruptcy. (JUL 1995)

FAR 52.243-2 Changes - Cost-Reimbursement. (AUG 1987)

FAR 52.243-2 Changes - Cost-Reimbursement. (AUG 1987) - Alternate I (APR 1984)

FAR 52.243-2 Changes - Cost-Reimbursement. (AUG 1987) - Alternate V (APR 1984)

FAR 52.244-2 Subcontracts. (OCT 2010)

FAR 52.244-5 Competition in Subcontracting. (DEC 1996)

FAR 52.244-6 Subcontracts for Commercial Items. (DEC 2013)

FAR 52.245-1 Government Property. (APR 2012)

FAR 52.245-1 Government Property. (APR 2012) – Alternate II

FAR 52.245-9 Use and Charges (APR 2012)

FAR 52.246-5 Inspection of Services - Cost-Reimbursement. (APR 1984)

FAR 52.246-9 Inspection of Research and Development (Short Form). (APR 1984)

FAR 52.246-23 Limitation of Liability. (FEB 1997)

FAR 52.246-25 Limitation of Liability - Services. (FEB 1997)

FAR 52.249-6 Termination (Cost-Reimbursement). (MAY 2004)

FAR 52.249-14 Excusable Delays. (APR 1984)

FAR 52.251-1 Government Supply Sources. (APR 2012)

FAR 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/>

(End of clause)

FAR 52.253-1 Computer Generated Forms. (JAN 1991)

DFAR 252.201-7000 Contracting Officer's Representative. (DEC 1991)

DFAR 252.203-7000 Requirements Relating to Compensation of Former DoD Officials. (SEP 2011)

DFAR 252.203-7001 Prohibition on persons convicted of fraud or other defense-contract-related felonies. (DEC 2008)

DFAR 252.203-7002 Requirement to Inform Employees of Whistleblower Rights. (JAN 2009)

DFAR 252.203-7004 Display of fraud hotline poster(s). (DEC 2012)

DFAR 252.204-7000 Disclosure of information. (AUG 2013)

DFAR 252.204-7003 Control of Government Personnel Work Product. (APR 1992)

DFAR 252.204-7004 Alternate A, System for Award Management. (MAY 2013)

DFAR 252.204-7005 Oral Attestation of Security Responsibilities. (NOV 2001)

DFAR 252.204-7006 Billing Instructions. (OCT 2005)

DFAR 252.204-7008 Reserved.

DFAR 252.204-7010 Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol. (JAN 2009)

DFAR 252.205-7000 Provision of Information to Cooperative Agreement Holders. (DEC 1991)

DFAR 252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country. (JAN 2009)

DFAR 252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country. (DEC 2006)

DFAR 252.211-7003 Item unique identification and valuation. (DEC 2013)

DFAR 252.211-7007 Reporting of Government-Furnished Property. (AUG 2012)

DFAR 252.215-7000 Pricing Adjustments. (DEC 2012)

DFAR 252.215-7002 Cost Estimating System Requirements. (DEC 2012)

DFAR 252.219-7003 Small Business Subcontracting Plan (DoD Contracts). (JUN 2012)

DFAR 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements. (DEC 2010)

DFAR 252.223-7004 Drug-Free Work Force. (SEP 1988)

DFAR 252.223-7006 Prohibition on storage and disposal of toxic and hazardous materials. (APR 2012)

DFAR 252.225-7012 Preference for Certain Domestic Commodities. (FEB 2013)

DFAR 252.225-7013 Duty-Free Entry. (OCT 2013)

DFAR 252.225-7031 Secondary Arab Boycott of Israel. (JUN 2005)

DFAR 252.226-7001 Utilization of Indian organizations, Indian-owned economic enterprises, and native Hawaiian small business concerns. (SEP 2004)

DFAR 252.227-7013 Rights in technical data-Noncommercial items. (JUN 2013)

DFAR 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation. (MAY 2013)

DFAR 252.227-7016 Rights in bid or proposal information. (JAN 2011)

DFAR 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. (MAY 2013)

DFAR 252.227-7027 Deferred Ordering of Technical Data or Computer Software. (APR 1988)

DFAR 252.227-7030 Technical Data - Withholding of Payment. (MAR 2000)

DFAR 252.227-7037 Validation of restrictive markings on technical data. (JUN 2013)

DFAR 252.227-7038 Patent Rights - Ownership by the Contractor (Large Business). (JUN 2012)

DFAR 252.227-7039 Patents - Reporting of Subject Inventions. (APR 1990)

DFAR 252.231-7000 Supplemental Cost Principles. (DEC 1991)

DFAR 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports. (JUN 2012)

DFAR 252.235-7011 Final Scientific or Technical Report. (NOV 2004)

DFAR 252.239-7001 Information Assurance Contractor Training and Certification. (JAN 2008)

DFAR 252.242-7004 Material Management and Accounting System. (MAY 2011)

DFAR 252.242-7005 Contractor Business Systems. (FEB 2012)

DFAR 252.242-7006 Accounting System Administration. (FEB 2012)

DFAR 252.243-7002 Requests for equitable adjustment. (DEC 2012)

DFAR 252.244-7001 Contractor Purchasing System Administration. (JUN 2012)

DFAR 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)

DFAR 252.245-7002 Reporting Loss of Government Property. (APR 2012)

DFAR 252.245-7003 Contractor Property Management System Administration (APR 2012)

DFAR 252.246-7000 Material Inspection and Receiving Report. (MAR 2008)

DFAR 252.247-7023 Transportation of supplies by sea. (JUN 2013)

DFAR 252.251-7000 Ordering From Government Supply Sources. (AUG 2012)

SECTION J - List of Documents, Exhibits and Other Attachments

Attachment Number	Attachment Title	Date	Number of Pages	Cross Reference Materials	Document Version
1	NSAM COE Report Formats	08/14/2014 Rev 1/23/2015	5		P00001
2	NSAM COE COR Appt. Letter	08/14/2014	3		BASE
3	Small Business Subcontracting Plan	4/29/2014	10		BASE
4	IDIQ Statement of Work	1/23/2105	4		P00001

SECTION K - Representations, Certifications, and Other Statements of Bidders

FAR 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (JAN 2011)

FAR 52.219-8 Utilization of small business concerns. (JUL 2013)

FAR 52.219-28 Post-Award Small Business Program Representation. (JUL 2013)

ONR 0178 Representations, Certifications, and Other Statements of Offerors

The latest version of the ONR Representations and Certifications may be found here:
http://www.onr.navy.mil/en/Contracts-Grants/submit-proposal/~/_media/Files/Contracts-Grants/Downloadable%20Forms/Contract-Specific-Representations-Certifications.ashx

N00014-14-D-0377, Attachment 1 REPORT FORMATS

Distribution instructions for the following reports are contained in Enclosure Number 1 of Exhibit A for Each Task Order: Contract Data Requirements List, Instructions for Distribution.

Delivery Order 0001 – Center Operations and Management

CDRL A001: COE Quarterly Report

CDRL A002: Contract Final Report

CDRL A003: All other ManTech Program deliverables as required

CDRL A001 (Delivery Order 0001): COE Quarterly Report

The COE Quarterly Report shall contain two sections, Center Status and Project Status sections as shown below.

1. Center Status

- a. Cover Page (with COE, Quarter / Dates Covered)
- b. Table of Contents
- c. Executive Summary
- d. Center Activities Report (include accomplishments and recommendations based on independent analyses/assessments)
- e. Status of Program Planning
 1. Current Fiscal Year (FY) Program Planning Status
 2. Next Fiscal Year Program Planning Status
 3. Current Projection of New Start Funds for Next Fiscal Year
- f. Center Financial Status
 1. ManTech: operations and management activities' costs report detailed by expense element including: direct labor hours, direct salaries, overhead hours & costs, facilities maintenance, facilities purchased or leased, travel, materials, subcontracts/consultants, and other direct/indirect costs.
 2. Non-ManTech (if applicable)
 3. ODC Itemized List: ODC, description/purpose, date of purchase, quantity, unit cost, and total cost.
- g. Major Activities Planned for the Next Quarter
- h. Status of Technical Project Reports: Include table (project number, title, status, end date, due date, submittal date) for i) all projects that the work has been completed, but whose Technical Project Report has yet to be published, and ii) all projects with projected end dates within the next quarter.

2. Project Status (for each Active ManTech Project, Special projects, and Non-ManTech projects)

- a. Cover Page (with Order Number, ManTech Project Number, PDR Number, COE Project Number (if applicable), Project Title, and Quarter/Dates Covered by this report)
- b. Period of Performance – include any contract modifications, extensions, etc.
- c. Project Participants

- d. Stakeholder, including POC info (name, title, address, phone, e-mail)
- e. Technical Assistant POC info (if applicable)
- f. Navy Technical Authority POC info (if applicable)
- g. Responsible COE Project Manager POC info
- h. Background/Problem Statement
- i. Objective
- j. Overall Project Status (Green/Yellow/Red)
 - 1. Technical
 - 2. Schedule
 - 4. Cost

Note: Green – good/on track
 Yellow – minor deviation (explain)
 Red – major deviation (explain)
- k. Project Financial Status (include total and FY planned/actual/forecast)
 Include project budget (total budget and amount through reporting period; total expenditures, expenditures for report period; cost share). Break out expenditures by Performing Activity (in house vs. subcontracted activities/purchased services).
- l. Significant Past Activity
- m. Significant Activity/Accomplishments for Reporting Quarter, Overall, and by Phase and Task
- n. Plans for Next Quarter
- o. Issues/Problems/Workarounds (if applicable)
- p. Project Schedule Update
 - 1. Milestone/Deliverable Table (FY Deliverables; Date Due; Deliverable; Status)
 - 2. Gantt Chart showing Schedules/Progress (if required by contract)
- q. Implementation Status/Update
 If determined applicable by the Program Officer, an Implementation Report section shall be included in the Project Status section of the Quarterly Project Status/Financial Report. The Implementation Status shall outline the necessary events for successful transition into the Navy and the necessary resources to ensure transition. The following items shall be reported under the Implementation Report:
 - 1. Primary and secondary weapons systems targeted for implementation of technology developed.
 - 2. Implementing organization.
 - 3. Identification of organization/personnel responsible for major milestones leading to full implementation. Identification of the appropriate Navy Technical Authority.
 - 4. Remaining tasks required to implement improved manufacturing technologies in a production environment.
 - 5. Summary of interactions held with the Navy Technical Authority and/or the implementing program office to ensure the project remains on track with the platform's needs, requirements, and schedule.
 - 6. Estimated funding/source of funding required for implementation.
 - 7. Implementation timeline for transition of resultant technology to production floor. The tasks identified in Item 4 (above) shall be clearly delineated in the timeline. The timeline shall include major milestones for Government and/or Design Agent certification/qualification of improved process.

8. Is the project on schedule to meet the transition window? If not, explain why and what needs to be done to recover.
9. Associated designs and materials, as applicable.
- r. Remarks/Recommendations (if applicable)

CDRL A002 (Delivery Order 0001): Final Report

Contractor format is acceptable as approved by the ONR Program Officer. Report shall provide a summary of all work completed during the entire contract period.

CDRL A003 (Delivery Order 0001): All other ManTech Program deliverables as required

Contractor format is acceptable, unless ONR Program Office format specified with applicable data call.

Delivery Order 0002 – Project Development and Management

CDRL A001: Project Final Report

CDRL A002: All other ManTech Program deliverables as required

CDRL A001 (Delivery Order 0002): Project Final Report

1. Cover Page (Title, Date, Project Number, Performing Activity, Project Team Members and Contact information)
2. Executive Summary/Abstract
3. Table of Contents
4. Background/Problem Statement
5. Objective(s)
6. Technical Approach (by task)
7. Technical Activities Performed
8. Results and Discussions
9. Benefits Analysis
 - a. Categorize and prioritize project's accomplishments in one or more of the following areas and include quantifiable data to support benefit analysis:
 - Warfighter readiness
 - Improved performance
 - Cost avoidance/savings
 - New product/process development to meet critical performance requirements
 - Environmental compliance
10. Implementation Report (Transition / Deployment Progress / Status)

If determined applicable by the Program Officer, an Implementation Report section shall be included in the Technical Project Report. The following items shall be reported under the Implementation Report section:

 - a. Primary and secondary weapons systems targeted for implementation of technology developed.
 - b. Implementing organization.
 - c. Identification of organization/personnel responsible for major milestones leading to full implementation. Identification of the appropriate Navy Technical Authority.
 - d. Description of how the new technology and/or processes were implemented into the targeted platform/system.
 - e. Implementation timeline for transition of resultant technology to production floor. The timeline shall include major milestones for Government and/or Design Agent certification/qualification of improved process.
 - f. Associated designs and materials, as applicable.
 - g. Identification of other platforms, systems or services that have interest in the new technology and will take the lessons learned to further develop the technology to their own specific needs.
11. Conclusions and Recommendations

Recommendations shall be based on independent analyses/assessments conducted by the NSAM COE (Contractor).
12. References

- * Contractor/Program Office report format is acceptable for Non-ManTech reports, such as Special Projects or Non-ManTech Projects.

CDRL A002 (Delivery Order 0002): All Other ManTech Program Deliverables as required

Contractor format is acceptable, unless ONR Program Office format specified with applicable data call.

**ManTech Naval Shipbuilding and Advanced Manufacturing
Center of Excellence (NSAM COE)**

IDIQ STATEMENT OF WORK

1.0 Overview

1.1 Background of Navy Manufacturing Technology (ManTech) Program

The Secretary of Defense established a Manufacturing Technology Program to further the national security objectives of Section 2501(a) of U. S. Code Title 10 – Armed Forces, through the development and application of advanced manufacturing technologies and processes that will reduce the acquisition and supportability costs of defense weapon systems and reduce manufacturing and repair cycle times across the life cycles of such systems. The purpose of the program is to improve the manufacturing quality, productivity, technology, and practices of business and workers providing goods and services to the Department of Defense (DoD). DoD Directive 4200.15 implements the Manufacturing Technology Program, and it dictates that DoD is to rely on private sector investment and the “free enterprise” system to provide the manufacturing technology necessary to produce DoD material. The Directive mandates ManTech investments are to be directed at improving the quality, productivity, technology, and practices of business and workers providing goods and services to the DoD.

The Navy Manufacturing Technology (ManTech) Program, operated out of the Office of Naval Research (ONR), is focused on affordability improvements for specific key acquisition platforms as defined in the Navy ManTech Investment Strategy. Key platforms currently targeted include: the CVN 78 Class carrier; the DDG 51 Class destroyer; the VIRGINIA Class Submarine / OHIO Replacement Program; the Littoral Combat Ship (LCS); and the Joint Strike Fighter (JSF). ONR ManTech helps these Navy programs achieve their respective affordability goals by transitioning developed manufacturing technology which, when implemented, results in needed cost reduction or cost avoidance.

Navy ManTech executes through Centers of Excellence using this key acquisition platform approach to develop cost reduction/avoidance platform portfolios and specific projects. There are presently seven Navy ManTech Centers of Excellence (COEs), and they serve as focal points for the development and technology transfer of new and advanced manufacturing processes and technology in a cooperative environment with industry, academia, and the Naval Research Enterprise. The COEs serve as corporate repositories of expertise in particular technological areas and collaborate with acquisition Program Executive Offices (PEOs) / Program Offices (POs) and relevant industry to identify and resolve manufacturing issues impacting the key Navy acquisition platforms. The COEs develop and demonstrate manufacturing technology

solutions for identified Navy manufacturing requirements, provide consulting services to naval industrial activities and industry, and facilitate the implementation of developed manufacturing technologies.

1.2 Overview of NSAM COE

Inasmuch as the assigned missions of the Office of Naval Research (ONR) Manufacturing Technology (ManTech) Naval Shipbuilding and Advanced Manufacturing Center of Excellence (NSAM COE) are dynamic, this Statement of Work (SOW) is not intended to be all-inclusive or restrictive, but is intended to provide a broad framework and general scope of the work to be performed at the NSAM COE. This SOW does not represent a commitment to, or imply funding for, specific projects or programs. The ONR ManTech work requirements are developed through strategic planning and program plans.

The Contractor shall, in accordance with the provisions of this Contract, provide the resources, intellectual leadership, and management expertise necessary and appropriate to managing and operating the NSAM COE to accomplish its primary mission. The primary mission of the NSAM COE is to develop advanced manufacturing technologies and deploy them in U.S. shipyards and other relevant industry, with the goal of facilitating industry improvements and ultimately reducing the cost and time required to build and repair naval ships and other key naval platforms, as defined in the ONR ManTech Investment Strategy.

In addition, the NSAM COE shall perform all supporting functions for a Navy ManTech Center of Excellence, such as serving as a corporate repository of expertise in its particular technological area; performing special projects and industry surveys related to the its mission as required; planning and conducting outreach activities to increase awareness of the NSAM COE and disseminate manufacturing technology throughout the nation's shipyards and industrial base to achieve additional implementations beyond the primary implementation site; and any other functions as assigned by the ONR ManTech Division.

1.3 NSAM COE Core Mission and Scope of Work

The core mission and function of the NSAM COE is to identify, develop, and facilitate the deployment of, to U.S. shipyards and other industrial facilities, advanced shipbuilding and manufacturing technologies to reduce the cost and time to build and repair key naval platforms.

The primary focus of the Center is expected to be on shipbuilding and shipyard improvements as reflected in the current Navy ManTech Investment Strategy which is focused largely on submarine, carrier, and surface combatant platforms. However, since the current ManTech Investment Strategy also includes the F-35 Joint Strike Fighter, projects intended to help aircraft assembly and fabrication may be developed and executed through the NSAM COE as well. Based on the current Navy ManTech Investment Strategy, it is anticipated that ~75-80% of projects and funding would be directed towards shipbuilding-related efforts, with

the balance directed towards aircraft assembly and related efforts. However, as the Navy ManTech Investment Strategy is updated annually, the percentage of work assigned to various platforms is expected to vary over time.

In accomplishing its mission, the NSAM COE will work closely with the Navy's acquisition community as well as Navy shipyards and other relevant industrial facilities to identify manufacturing technology issues that negatively impact shipyard or facility output or products, with respect to both cycle-time and cost.

The NSAM COE will then solicit, select, award, and manage projects to address the identified cycle-time and cost reduction issues.

Types of technology areas include, but are not limited to, the following:

- Design for Producibility/Design for Manufacturability
- Development of build/assembly strategies
- Modeling and Simulation technologies
- Model-based tools and approaches to optimize producibility
- Intelligent manufacturing planning and factory execution
- Elimination of inefficiencies in design optimization, material usage, labor utilization, work flow, etc.
- Supply chain procedures and improvements, such as network centric manufacturing capabilities to facilitate resilient and adaptable supply chains
- Development of more efficient structural fabrication product lines
- Streamlining of outfitting operations
- Prediction and reduction of weld distortion
- Inspection technologies, such as digital radiography, ultrasonic inspections, etc.

The Contractor will operate and manage the NSAM COE in its mission to develop naval platform-related manufacturing technologies and transition the technology for implementation in U.S. shipyards and other industrial facilities. In addition to accomplishing the NSAM COE's core mission, the Contractor shall manage, operate, sustain, and enhance the NSAM COE's ability to function as an ONR ManTech Center of Excellence.

The Contractor shall, with the highest degree of vision, quality, integrity, and technical excellence, maintain a strong scientific and engineering resource base responsive to manufacturing technology issues of national importance. The scope of work of this Contract includes:

1. Operating and managing the COE in an efficient, cost effective, and innovative manner to accomplish its core mission of developing and facilitating the implementation of advanced manufacturing technologies to U.S. shipyards and other industrial facilities to reduce the cost and time to

build and repair key naval platforms. (Section 2.0)

2. Organizing, facilitating and executing a naval platform and shipyard/industrial base driven project selection process, supporting the key naval platform programs identified by the ONR ManTech Investment Strategy and the ONR Program Officer, in order to recommend technical work. Projects selected should be important to both the Navy and the naval industrial base that builds and/or repairs naval platforms. (Section 3.0).
3. Initiating and managing ManTech projects approved by the ONR Program Officer. Management of projects should include the use of an earned-value or similar methodology that tracks and relates technical progress, schedule, and funding. (Section 3.0)
4. Providing support of special projects or non-ManTech funded projects that relate to the COE mission, as directed by the ONR Program Officer. (Section 3.0)
5. Providing all required reporting, including COE-level and project-level deliverables, for the evaluation of the technical and financial progress of the Center and of each technical project. (Sections 2.0 and 3.0)
6. Planning, coordinating, and conducting outreach activities and projects to increase awareness of the NSAM COE and to facilitate technology transition and implementation of ManTech-developed manufacturing technology at additional shipyards and industrial facilities beyond the initial implementation site of any particular technical project. (Section 2.0)
7. Traveling in support of the NSAM COE. Travel shall be planned and conducted in such a fashion to provide maximum flexibility and use of time in support of the COE. All travel shall be in accordance with the FAR and applicable federal travel regulations. (Sections 2.0 and 3.0)